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RORY ANGOLD

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

RORY ANGOLD, an individual

Plaintiff,

vs.

ZURICH AMERICAN INSURANCE  
COMPANY, a New York Corporation; and DOES  
1-10,

Defendants,

Case No. 2:20-cv-02478-KJM-KJN

**~~PROPOSED~~ STIPULATION AND  
PROTECTIVE ORDER RE: DISCOVERY**

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Furthermore,

1 information disclosed during discovery that has not been admitted into evidence is generally  
2 outside of the ambit of public access. Accordingly, the parties hereby stipulate to and petition the  
3 court to enter the following Stipulated Protective Order. The parties acknowledge that this Order  
4 does not confer blanket protections on all disclosures or responses to discovery and that the  
5 protection it affords from public disclosure and use extends only to the limited information or  
6 items that are entitled to confidential treatment under the applicable legal principles.

7 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
8 Protective Order does not entitle them to file confidential information under seal; Local Rule 141  
9 sets forth the procedures that must be followed and the standards that will be applied when a party  
10 seeks permission from the court to file material under seal.

## 11 2. DEFINITIONS

12 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
13 information or items under this Order.

14 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
15 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
16 Civil Procedure 26(c). “CONFIDENTIAL” Information or Items shall include, but is not limited  
17 to: any sensitive personnel or medical records for former and current employees of Defendant  
18 Zurich American Insurance Company (“Defendant”), its affiliates, or subsidiaries; trade secrets;  
19 confidential business records, confidential business or financial information (including, but not  
20 limited to, company policies, manuals, and handbooks; information related to sales; personnel  
21 files; and information related to employee benefits), information regarding confidential business  
22 practices, or other confidential research, development, or commercial information (including  
23 information implicating privacy rights of third parties), or information otherwise generally  
24 unavailable to the public, or which may be privileged or otherwise protected from disclosure under  
25 state or federal statutes, court rules, case decisions, or common law.

26 2.3 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as  
27 well as their support staff).

1           2.5     Designating Party: a Party or Non-Party that designates information or items that it  
2 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3           2.6     Disclosure or Discovery Material: all items or information, regardless of the  
4 medium or manner in which it is generated, stored, or maintained (including, among other things,  
5 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
6 responses to discovery in this matter.

7           2.7     Expert: a person with specialized knowledge or experience in a matter pertinent to  
8 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as  
9 a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s  
10 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or  
11 of a Party’s competitor.

12          2.8     In-House Counsel: attorneys who are employees of a party to this action. In-House  
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14          2.11    Non-Party: any natural person, partnership, corporation, association, or other legal  
15 entity not named as a Party to this action.

16          2.12    Outside Counsel of Record: attorneys who are not employees of a party to this  
17 action but are retained to represent or advise a party to this action and have appeared in this action  
18 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

19          2.13    Party: any party to this action, including all of its officers, directors, employees,  
20 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

21          2.14    Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
22 Material in this action.

23          2.15    Professional Vendors: persons or entities that provide litigation support services  
24 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
25 storing, or retrieving data in any form or medium) and their employees and subcontractors.

26          2.16    Protected Material: any Disclosure or Discovery Material that is designated as  
27 “CONFIDENTIAL.”  
28

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

### 4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

### 5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating Party must designate for protection only those

1 parts of material, documents, items, or oral or written communications that qualify – so that other  
2 portions of the material, documents, items, or communications for which protection is not  
3 warranted are not swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
5 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
6 unnecessarily encumber or retard the case development process or to impose unnecessary expenses  
7 and burdens on other parties) expose the Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it designated for  
9 protection do not qualify for protection at all or do not qualify for the level of protection initially  
10 asserted, that Designating Party must promptly notify all other parties that it is withdrawing the  
11 mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
13 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
14 Disclosure or Discovery

15 Material that qualifies for protection under this Order must be clearly so designated before  
16 the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic documents, but  
19 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
20 affix the legend "CONFIDENTIAL" to each page that contains protected material. If only a  
21 portion or portions of the material on a page qualifies for protection, the Producing Party also must  
22 clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and  
23 must specify, for each portion, the level of protection being asserted.

24 A Party or Non-Party that makes original documents or materials available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated which material  
26 it would like copied and produced. During the inspection and before the designation, all of the  
27 material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting  
28 Party has identified the documents it wants copied and produced, the Producing Party must

1 determine which documents, or portions thereof, qualify for protection under this Order. Then,  
2 before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL”  
3 legend to each page that contains Protected Material. If only a portion or portions of the material  
4 on a page qualifies for protection, the Producing Party also must clearly identify the protected  
5 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each  
6 portion, the level of protection being asserted.

7 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
8 Designating Party identify on the record, before the close of the deposition, hearing, or other  
9 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
10 impractical to identify separately each portion of testimony that is entitled to protection and it  
11 appears that substantial portions of the testimony may qualify for protection, the Designating Party  
12 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right  
13 to have up to 21 days to identify the specific portions of the testimony as to which protection is  
14 sought and to specify the level of protection being asserted. Only those portions of the testimony  
15 that are appropriately designated for protection within the 21 days shall be covered by the  
16 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at  
17 the deposition or up to 21 days afterwards if that period is properly invoked, that the entire  
18 transcript shall be treated as “CONFIDENTIAL.”

19 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or  
20 other proceeding to include Protected Material so that the other parties can ensure that only  
21 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”  
22 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
23 shall not in any way affect its designation as “CONFIDENTIAL.”

24 Transcripts containing Protected Material shall have an obvious legend on the title page  
25 that the transcript contains Protected Material, and the title page shall be followed by a list of all  
26 pages (including line numbers as appropriate) that have been designated as Protected Material and  
27 the level of protection being asserted by the Designating Party. The Designating Party shall inform  
28 the court reporter of these requirements. Any transcript that is prepared before the expiration of a

21-day period for designation shall be treated during that period as if it had been designated  
“CONFIDENTIAL” in its entirety unless otherwise agreed. After the expiration of that period, the  
transcript shall be treated only as actually designated.

(c) for information produced in some form other than documentary and for any other  
tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
or containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a  
portion or portions of the information or item warrant protection, the Producing Party, to the extent  
practicable, shall identify the protected portion(s) and specify the level of protection being  
asserted.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
designate qualified information or items does not, standing alone, waive the Designating Party’s  
right to secure protection under this Order for such material. Upon timely correction of a  
designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
challenge a confidentiality designation by electing not to mount a challenge promptly after the  
original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
by providing written notice of each designation it is challenging and describing the basis for each  
challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
recite that the challenge to confidentiality is being made in accordance with this specific paragraph  
of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must  
begin the process by conferring directly (in voice to voice dialogue; other forms of communication  
are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging

1 Party must explain the basis for its belief that the confidentiality designation was not proper and  
2 must give the Designating Party an opportunity to review the designated material, to reconsider the  
3 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
4 designation. A Challenging Party may proceed to the next stage of the challenge process only if it  
5 has engaged in this meet and confer process first or establishes that the Designating Party is  
6 unwilling to participate in the meet and confer process in a timely manner.

7         6.3       Judicial Intervention. If the Parties cannot resolve a challenge without court  
8 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
9 Local Rule 141.1 within 60 days of the initial notice of challenge or within 30 days of the parties  
10 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each  
11 such motion must be accompanied by a competent declaration affirming that the movant has  
12 complied with the meet and confer requirements imposed in the preceding paragraph. Failure by  
13 the Designating Party to make such a motion including the required declaration within 60 days (or  
14 30 days, if applicable) shall automatically waive the confidentiality designation for each  
15 challenged designation. In addition, the Challenging Party may file a motion challenging a  
16 confidentiality designation at any time if there is good cause for doing so, including a challenge to  
17 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to  
18 this provision must be accompanied by a competent declaration affirming that the movant has  
19 complied with the meet and confer requirements imposed by the preceding paragraph.

20         The burden of persuasion in any such challenge proceeding shall be on the Designating  
21 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose  
22 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
23 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file  
24 a motion to retain confidentiality as described above, all parties shall continue to afford the  
25 material in question the level of protection to which it is entitled under the Producing Party's  
26 designation until the court rules on the challenge.

27 7.       ACCESS TO AND USE OF PROTECTED MATERIAL  
28



1           7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
2 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
3 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
4 the categories of persons and under the conditions described in this Order. When the litigation has  
5 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
6 DISPOSITION).

7           Protected Material must be stored and maintained by a Receiving Party at a location and in  
8 a secure manner that ensures that access is limited to the persons authorized under this Order.

9           7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
10 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
11 information or item designated “CONFIDENTIAL” only to:

12           (a)     the Receiving Party’s Outside Counsel of Record in this action, as well as  
13 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
14 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
15 Bound” that is attached hereto as Exhibit A;

16           (b)     the officers, directors, and employees (including House Counsel) of the Receiving  
17 Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19           (c)     Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
20 reasonably necessary for this litigation and who have signed the “Acknowledgment and  
21 Agreement to Be Bound” (Exhibit A);

22           (d)     the court and its personnel;

23           (e)     court reporters and their staff, professional jury or trial consultants, and Professional  
24 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26           (f)     during their depositions, witnesses in the action to whom disclosure is reasonably  
27 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
28 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material must be separately  
2 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
3 Stipulated Protective Order.

4 (g) the author or recipient of a document containing the information or a custodian or  
5 other person who otherwise possessed or knew the information.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
7 LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation that compels  
9 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party  
10 must:

11 (a) promptly notify in writing the Designating Party. Such notification shall include a  
12 copy of the subpoena or court order;

13 (b) promptly notify in writing the Party who caused the subpoena or order to issue in  
14 the other litigation that some or all of the material covered by the subpoena or order is subject to  
15 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;  
16 and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
18 Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
20 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
21 before a determination by the court from which the subpoena or order issued, unless the Party has  
22 obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
23 expense of seeking protection in that court of its confidential material – and nothing in these  
24 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
25 disobey a lawful directive from another court.

26 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
27 LITIGATION

1 (a) The terms of this Order are applicable to information produced by a Non-Party in  
2 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in  
3 connection with this litigation is protected by the remedies and relief provided by this Order.  
4 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking  
5 additional protections.

6 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
7 Party’s confidential information in its possession, and the Party is subject to an agreement with the  
8 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

9 1. promptly notify in writing the Requesting Party and the Non-Party that some  
10 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

11 2. promptly provide the Non-Party with a copy of the Stipulated Protective  
12 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of  
13 the information requested; and

14 3. make the information requested available for inspection by the Non-Party.

15 (c) If the Non-Party fails to object or seek a protective order from this court within 14  
16 days of receiving the notice and accompanying information, the Receiving Party may produce the  
17 Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely  
18 seeks a protective order, the Receiving Party shall not produce any information in its possession or  
19 control that is subject to the confidentiality agreement with the Non-Party before a determination  
20 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
21 of seeking protection in this court of its Protected Material.

## 22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
24 Material to any person or in any circumstance not authorized under this Stipulated Protective  
25 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
26 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected  
27 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
28

terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

#### 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

#### 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Rule 141. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Local Rule 141, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to

1 protection under the law. If a Receiving Party's request to file Protected Material under seal  
2 pursuant to Local Rule 141 is denied by the court, then the Receiving Party may file the Protected  
3 Material in the public record pursuant to Local Rule 141 unless otherwise instructed by the court.

4 13. FINAL DISPOSITION

5 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
6 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
7 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
8 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
9 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
10 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
11 by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material  
12 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,  
13 abstracts, compilations, summaries or any other format reproducing or capturing any of the  
14 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy  
15 of their working files, including all pleadings, motion papers, trial, deposition, and hearing  
16 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
17 work product, and consultant and expert work product, even if such materials contain Protected  
18 Material. Any such archival copies that contain or constitute Protected Material remain subject to  
19 this Protective Order as set forth in Section 4 (DURATION).

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

21  
22 DATED: May 6, 2021

Respectfully submitted,  
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

23  
24 By: /s/ Andrea N. Donahue

25 Jasmine L. Anderson  
26 Andrea N. Donahue  
27 Attorneys for Defendant  
28 ZURICH AMERICAN INSURANCE COMPANY

1 DATED: May 6, 2021

Respectfully submitted,  
JEPPSON & GRIFFIN, LLP

2  
3  
4 By: /s/ Marc C. Guèdenet

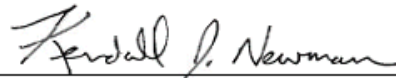
5 Tory E. Griffin  
6 Marc C. Guedenet  
7 *Attorneys for Plaintiff*  
8 RORY ANGOLD

9 ORDER

10 The foregoing stipulation, having been entered and good cause appearing therefore,

11 **IT IS SO ORDERED.**

12 Dated: May 7, 2021

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14 

15 KENDALL J. NEWMAN  
16 UNITED STATES MAGISTRATE JUDGE  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
4 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
5 understand the Stipulation and Protective Order that was issued by the court on [date] in the case  
6 of *Rory Angold v. Zurich American Insurance Company*, Eastern District of California Case No.  
7 2:20-cv-0478-KJM-KJN.

8 I agree to comply with and to be bound by all the terms of this Stipulation and Protective  
9 Order and I understand and acknowledge that failure to so comply could expose me to sanctions  
10 and punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
11 manner any information or item that is subject to this Stipulation and Protective Order to any  
12 person or entity except in strict compliance with the provision of this Order.

13 I further agree to submit to the jurisdiction of the United States of America, Eastern District  
14 of California, for the purpose of enforcing the terms of this Stipulation and Protective Order, even  
15 if such enforcement proceedings occur after termination of this action.

16 I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
17 \_\_\_\_\_ [print or type full address and telephone number] as my  
18 California agent for service of process in connection with this action or any proceedings  
19 related to enforcement of this Stipulation and Protective Order.

20 Date:

21 City and State where sworn and signed: \_\_\_\_\_

22 Printed name: \_\_\_\_\_

23 Signature: \_\_\_\_\_